

UNITED STATES DISTRICT COURT
Northern District of Illinois

Felipe Bollas

Plaintiff

v.

American Express

Defendant

)
) 12CV946
) JUDGE HOLDERMAN
) MAG. JUDGE SOAT BROWN

FILED

FEB 10 2012

THOMAS G. BRUTON
CLERK, U.S. DISTRICT COURT

COMPLAINT

Plaintiff, Felipe Bollas, hereby sues Defendant, American Express; and alleges:

PRELIMINARY STATEMENT

1. This is an action for damages brought from violations of the Fair Credit Reporting Act (FCRA) 15 U.S.C. §1681 et seq.

JURISDICTION

1. The jurisdiction of this court is conferred by 15 U.S.C. §1681p and 28 U.S.C §1331.
2. All conditions precedent to the bringing of this action have been performed.

PARTIES

3. The Plaintiff in this lawsuit is Felipe Bollas, a natural person, who resides in Cook County, Illinois.
4. The Defendant in this lawsuit is American Express an unknown entity with offices at 4315 S. 2700 W. Salt Lake City, Utah 84184-0233.

VENUE

5. The occurrences which give rise to this action occurred in Cook County, Illinois and Plaintiff resides in Cook County, Illinois.
6. Venue is proper in the Northern District of Illinois.

GENERAL ALLEGATIONS

7. On July of 2010, Defendant, American Express initiated a credit pull of Plaintiff's credit report from Trans Union without permissible purpose.
8. On August of 2010, Defendant, American Express initiated a credit pull of Plaintiff's credit report from Trans Union without permissible purpose.
9. On January of 2011, Defendant, American Express initiated a credit pull of Plaintiff's credit report from Trans Union without permissible purpose.
10. On February of 2011, Defendant, American Express initiated a credit pull of Plaintiff's credit report from Trans Union without permissible purpose.
11. Discovery of violation brought forth herein occurred in January 12 of 2012 and is within the statute of limitations as defined in FCRA, 15 U.S.C. § 1681p.

Count I

**VIOLATION OF THE FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C.
§1681 WILLFUL NON-COMPLIANCE BY DEFENDANT
AMERICAN EXPRESS**

12. Paragraphs 1 through 11 are realleged as though fully set forth herein.
13. Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. § 1681a(c).
14. American Express is a furnisher of information within the meaning of the FCRA, 15 U.S.C. §1681s-2.
15. American Express willfully violated the FCRA. Defendant's violations include, but are not limited to, the following:

- (a) American Express willfully violated 15 U.S.C. §1681b(f) by obtaining Plaintiff's consumer report without a permissible purpose as defined by 15 U.S.C. §1681b.

WHEREFORE, Plaintiff demands judgment for damages against American Express for actual damages, and attorney's fees and costs, pursuant to 15 U.S.C. §1681n.

Count II

**VIOLATION OF THE FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C.
§1681 WILLFUL NON-COMPLIANCE BY DEFENDANT
AMERICAN EXPRESS**

16. Paragraphs 1 through 11 are realleged as though fully set forth herein.
17. Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. § 1681a(c).
18. American Express is a furnisher of information within the meaning of the FCRA, 15 U.S.C. §1681s-2.

19. American Express willfully violated the FCRA. Defendant's violations include, but are not limited to, the following:

- (a) American Express willfully violated 15 U.S.C. §1681b(f) by obtaining Plaintiff's consumer report without a permissible purpose as defined by 15 U.S.C. §1681b.

WHEREFORE, Plaintiff demands judgment for damages against American Express for actual damages, and attorney's fees and costs, pursuant to 15 U.S.C. §1681n.

Count III

VIOLATION OF THE FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C. §1681 WILLFUL NON-COMPLIANCE BY DEFENDANT AMERICAN EXPRESS

20. Paragraphs 1 through 11 are realleged as though fully set forth herein.
21. Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. § 1681a(c).
22. American Express is a furnisher of information within the meaning of the FCRA, 15 U.S.C. §1681s-2.
23. American Express willfully violated the FCRA. Defendant's violations include, but are not limited to, the following:

- (a) American Express willfully violated 15 U.S.C. §1681b(f) by obtaining Plaintiff's consumer report without a permissible purpose as defined by 15 U.S.C. §1681b.

WHEREFORE, Plaintiff demands judgment for damages against American Express for actual damages, and attorney's fees and costs, pursuant to 15 U.S.C. §1681n.

Count IV

VIOLATION OF THE FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C. §1681 WILLFUL NON-COMPLIANCE BY DEFENDANT AMERICAN EXPRESS

- 25. Paragraphs 1 through 11 are realleged as though fully set forth herein.
- 26. Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. § 1681a(c).
- 27. American Express is a furnisher of information within the meaning of the FCRA, 15 U.S.C. §1681s-2.
- 38. American Express willfully violated the FCRA. Defendant's violations include, but are not limited to, the following:

- (a) American Express willfully violated 15 U.S.C. §1681b(f) by obtaining Plaintiff's consumer report without a permissible purpose as defined by 15 U.S.C. §1681b.

WHEREFORE, Plaintiff demands judgment for damages against American Express for actual damages, and attorney's fees and costs, pursuant to 15 U.S.C. §1681n.

DEMAND FOR TRIAL BY JURY

Plaintiff hereby demands a trial by jury of all issues so triable as a matter of law.

February 7, 2012

Respectfully Submitted,

A handwritten signature in cursive script, reading "Felipe Bolas", written over a horizontal line.

Felipe Bolas
2134 S. Lawndale Ave
Chicago, Illinois 60623
773-542-0981

Service to:

American Express
4315 S. 2700 W.
Salt Lake City, Utah 84184-0233